

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

**CAROL BLANCHARD, EXECUTIVE DIRECTOR OF
THE TEAMSTERS UNION 25 HEALTH SERVICES
& INSURANCE PLAN,**
Plaintiff,

v.

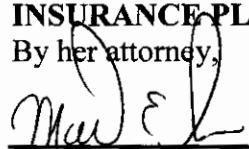
KEITH NOLIN,
Defendant.

FILED
CLERK'S OFFICE
JAN 13 2006
C.A. No. 05-11236-NG
CLASS

MOTION FOR ENTRY OF JUDGMENT BY DEFAULT

Now comes the Plaintiff, Carol Blanchard, and moves that this Court enter the attached Judgment in accordance with the Application to Clerk for Entry of Default filed with this Court under cover dated November 7, 2005 and the Notice of Default issued by the Clerk of this Court on November 28, 2005.

For the Plaintiff,
**CAROL BLANCHARD,
EXECUTIVE DIRECTOR OF
THE TEAMSTERS UNION 25
HEALTH SERVICES &
INSURANCE PLAN,**
By her attorney,


Matthew E. Dwyer
BBO# 139840

Dwyer, Duddy and Facklam, P.C.
Two Center Plaza, Suite 430
Boston, MA 02108
(617) 723-9777

Dated: 1/11/06

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

FILED
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JAN 13 2 3:05

U.S. DISTRICT COURT
DISTRICT OF MASS

**CAROL BLANCHARD, EXECUTIVE DIRECTOR
of the TEAMSTERS UNION 25 HEALTH SERVICES
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Plaintiff,

v.

KEITH NOLIN,

Defendant.

C.A. No. 05-11236-NG

DEFAULT JUDGMENT

Defendant, Keith Nolin, having failed to plead or otherwise defend in this action and its default having been entered on November 28, 2005,

Now, upon application of plaintiff and affidavits demonstrating that defendant owes plaintiff the sum of \$5,657.09; that defendant is not an infant or incompetent person or in the military service of the United States, and that plaintiff has incurred attorneys fees in the sum of - \$399.00, it is hereby

ORDERED, ADJUDGED AND DECREED that the Plaintiff recover from Defendant, Keith Nolin, the sum of \$6056.09, with interest as provided by law.

Dated: _____

Deputy Clerk

"A"

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

**CAROL BLANCHARD, EXECUTIVE DIRECTOR
of the TEAMSTERS UNION 25 HEALTH SERVICES
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Plaintiff,

v.

KEITH NOLIN,

Defendant.

C.A. No. 05-11236-NG

**AFFIDAVIT OF CAROL BLANCHARD IN SUPPORT OF
PLAINTIFF'S MOTION FOR JUDGMENT BY DEFAULT**

Now comes the undersigned affiant and hereby deposes and states the following:

1. My name is Carol Blanchard and I am the Executive Director of the Teamsters Union 25 Health Services and Insurance Plan (hereinafter, "Plan") and the Plaintiff in the above-referenced matter.
2. As Executive Director, I am a fiduciary of the Plan. I am familiar with the amounts paid to Plan beneficiaries.
3. The Defendant, Keith Nolin, has been a participant of the Plan and has been eligible for benefits in accordance with the terms of the Plan's governing documents.
4. The Plan paid Keith Nolin the sum of \$4419.60 at rate of \$461.75 per week in weekly disability benefits, from August 25, 2002 to October 30, 2002, as a result of a work related injury or illness.
5. On August 28, 2002, the Defendant executed the Plan's Reimbursement Agreement And Consent To Lien form wherein the Defendant agreed to repay the Plan the total amount of benefits referred to in paragraph 4 above in the event that he receives workers' compensation benefits on account of the same injury. By that same agreement, the Defendant agreed to "promptly notify the Health Plan if I or my dependent(s) make any claim...against any third party as a result of the injuries sustained and if I...recover any settlement or judgment from such a third party claim...I...will reimburse the Health Plan for the full amount of such benefits".

6. On June 3, 2003, the Defendant executed a Section 19 Agreement whereby he received Section 34 benefits at the rate of \$533.12 from August 7, 2002 through October 26, 2002, and agreed to reimburse the Plan for wage payments advanced.
7. The Defendant is obligated to remit to the Plan the amount of disability benefits referred to in paragraph 4 above under the terms of the Plan and by the written agreement which the Defendant signed prior to his receiving benefits payments described in paragraph 4.
8. By letters dated July 22, 2003 and July 31, 2003, the Plan requested that the Defendant repay the full amount of the benefits paid to him of \$4,419.60. The Defendant, however, has not made payment.
9. On August 20, 2003, the Plan suspended the Defendant's benefits due to the Defendant's continued failure to reimburse the Plan for disability benefits conferred by the Plan during the period of his absence due to the work related injury suffered on August 7, 2002.
10. In addition to the principal amount of \$4,419.60, the Plan is entitled to receive interest on the amount not repaid. The Plan assesses interest at the rate of 12% per annum. Therefore, the Plan is entitled to 12% interest on the amount not repaid by Nolin from August 20, 2003, the date of its final demand for payment prior to filing suit. The amount of interest owed the Plan is \$1237.49. The total principal plus interest due to the Plan is \$5657.09.
11. The Defendant is not engaged in active military service.
12. The Defendant is not an infant or incompetent person.

Signed under the pains and penalties of perjury this 29 day of December, 2006


Carol Blanchard, Executive Director

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CAROL BLANCHARD, EXECUTIVE DIRECTOR
of the TEAMSTERS UNION 25 HEALTH SERVICES
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Plaintiff,

v.

KEITH NOLIN,

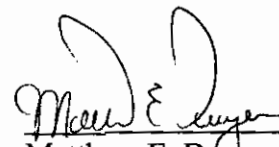
Defendant.

C.A. No. 04-11551-MLW

**AFFIDAVIT OF MATTHEW E. DWYER IN SUPPORT OF
PLAINTIFF'S MOTION FOR JUDGMENT BY DEFAULT**

1. My name is Matthew E. Dwyer. I am a member of the law firm Dwyer, Duddy and Facklam, Attorneys at Law, P.C., located at Two Center Plaza, Boston, Massachusetts 02108. I am admitted to practice before the United States District Court for the District of Massachusetts, the United States Court of Appeals for the First Circuit, and the Massachusetts Supreme Judicial Court. As an attorney with Dwyer, Duddy and Facklam, Attorneys at Law, P.C., I concentrate on public and private sector labor law and litigation under the Employee Retirement Income Security Act of 1974 (ERISA). I have acted as legal representative of the Teamsters Union 25 Health Services and Insurance Plan (hereinafter, "Plan") and Carol Blanchard for the purpose of the above-captioned action.
2. On November 28, 2005 I received a Notice of Default against the Defendant, Keith Nolin in connection with the above-captioned action to recover \$4419.60 owed to the Plan plus interest, costs and attorneys fees.
3. Section 502(g) of ERISA provides that a plan may be awarded reasonable attorneys fees and costs of the action. 29 U.S.C. §1132(g)(1).
4. The amount of time this office has expended in this action has been 2.1 hours.
5. Pursuant to financial arrangements made by this office with the Fund, services performed by this office for it in this action were charged, in increments of 1/10 of an hour, at the rate of \$ 190.00 per hour. Therefore, the amount of attorney's fees incurred by the Fund in this action is \$ 399.00 [2.1 hrs X \$ 190.00].

Signed under the pains and penalties of perjury of this 6th day of January, 2006.


Matthew E. Dwyer, Esq.